

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

**RE: BRIAN K. FETTERER
DEBTOR**

**CASE NO: 19-13716
CHAPTER 13**

**NOTICE OF FILING AMENDED CHAPTER 13 PLAN
AND MOTIONS FOR VALUATION AND LIEN AVOIDANCE**

The above-named Debtor(s) has filed an Amended Chapter 13 Plan and Motions for Valuation and Lien Avoidance (the "Plan") with the Bankruptcy Court in the above referenced case (see attachment).

Any objection to confirmation of the Plan or the motions contained therein shall be filed in writing with the Clerk of Court at 703 Hwy 145 North, Aberdeen, MS 39730 on or before thirty (30) days from the date of this notice or the objection deadline of announced in Part 9 of the Notice of Chapter 13 Bankruptcy Case (Official Form 3091) whichever is later. Copies of the objection must be served on the Trustee, US Trustee, Debtor(s) and Attorney for Debtor(s).

Objections to confirmation will be heard on a date, time, and location set by the Court. If no objection is timely filed, the Plan may be confirmed without a hearing

/s/ David E. Rozier, Jr
Rozier Law Firm PLLC
2091 Old Taylor Road Suite 101
PO Box 2388
Oxford, MS 38655
(662) 234-0065 MSB (#5712)
dave@rozierlawfirm.com

Dated: December 5, 2019

CERTIFICATE OF SERVICE

I, David E. Rozier, Jr., attorney for the Debtor(s), do hereby certify that by filing the attached Notice and Amended Chapter 13 Plan, I have caused the following parties to be served electronically via ECF:

Locke D. Barkley
Chapter 13 Trustee
sbeasley@barkley13.com

US Trustee
USTPRegion05.AB.ECF@usdoj.gov

I certify that I have this day also served a true and correct copy of the attached Notice and Chapter 13 Amended Plan by US mail, postage prepaid, to all of the parties listed on the attached master mailing list (matrix).

Dated: December 5, 2019

/s/David E. Rozier, Jr.
David E. Rozier Jr. Attorney for Debtor

Label Matrix for local noticing
0537-1
Case 19-13716-JDW
Northern District of Mississippi
Aberdeen
Mon Oct 28 14:12:49 CDT 2019

U.S. Bankruptcy Court
Cochran U.S. Bankruptcy Courthouse
703 Highway 145 North
Aberdeen, MS 39730-9569

Capital One Auto Finance
c/o AIS Portfolio Services LP
4515 N Santa Fe Ave Dept APS
Oklahoma City, OK 73118-7901

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Cash Net USA
175 W. Jackson Blvd
Suite 1000
Chicago, IL 60604-2863

Fingerhut
PO Box 70281
Philadelphia, PA 19176-0281

Genesis FS Card Services
PO Box 23039
Columbus, GA 31902-3039

LVNV Funding LLC
PO Box 10497
Greenville, SC 29603-0497

Lending Club
595 Market Street Ste 200
San Francisco, CA 94105-2807

Merrick
PO Box 9201
Old Bethpage, NY 11804-9001

Capital One Auto Finance, a division of Capi
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

American Express
PO Box 981535
El Paso, TX 79998-1535

Capital One Auto Finance, a division of
AIS Portfolio Services, LP
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Care Credit
c/o Client Service
3451 Harry S Truman Blvd
Saint Charles, MO 63301-4047

Check Into Cash
117 Heritage Drive
Oxford, MS 38655-5458

First Heritage Credit
125-A Heritage Drive
Oxford, MS 38655-5458

Greenline Loans
PO Box 507
Hays, MT 59527
Harley Davidson
PO Box 21908
Carson City, NV 89721-1908

LVNV Funding LLC
c/o Credit Control LLC
PO Box 100
Hazelwood, MO 63042-0100

Lending Club
c/o CB1 Collections
PO Box 7429
Missoula, MT 59807-7429

Money Key
3422 Old Capitol Trail
Ste 1613
Wilmington, DE 19808-6124

The Bureaus, Inc./Synchrony Bank
c/o PRA Receivables Management, LLC
P O Box 41021
Norfolk, VA 23541-1021

Avant
222 N LaSalle Street
Ste 170
Chicago, IL 60601-1101

(p)CAPITAL ONE
PO BOX 30285
SALT LAKE CITY UT 84130-0285

Care Credit/Synchrony
PO Box 960061
Orlando, FL 32896-0061

Check Into Cash, Inc.
Bankruptcy Division
Attn: Collections
PO Box 550
Cleveland, TN 37364-0550

First Heritage Credit
c/o Wilkinson Law Firm PC
PO Box 321408
Flowood, MS 39232-1408

Harley-Davidson Credit Corp.
PO Box 9013
Addison, Texas 75001-9013

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

MERRICK BANK
Resurgent Capital Services
PO Box 10368
Greenville, SC 29603-0368

Montgomery Ward
PO Box 2855
Monroe, WI 53566-8055

Montgomery Ward
c/o Creditors Bankruptcy Service
P.O. Box 800849
Dallas, TX 75380-0849

ONEMAIN FINANCIAL
PO BOX 3251
EVANSVILLE, IN 47731-3251

One Main
PO Box 1010
Evansville, IN 47706-1010

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Pay Pal Credit
PO Box 960006
Orlando, FL 32896-0006

Seventh Avenue
PO Box 2804
Monroe, WI 53566-8004

Seventh Avenue
c/o Creditors Bankruptcy Service
P.O. Box 800849
Dallas, TX 75380-0849

Speedy Cash
3527 N Ridge Road
Wichita, KS 67205-1212

Stoneberry
PO Box 2820
Monroe, WI 53566-8020

Stoneberry
c/o Creditors Bankruptcy Service
P.O. Box 800849
Dallas, TX 75380-0849

Swiss Colony
PO Box 2814
Monroe, LA 53566-8014

Synchrony Bank
PO Box 965005
Orlando, FL 32896-5005

Synchrony Bank
c/o PRA Receivables Management
PO Box 41021
Norfolk, VA 23541-1021

The Swiss Colony
c/o Creditors Bankruptcy Service
P.O. Box 800849
Dallas, TX 75380-0849

U. S. Trustee
501 East Court Street, Suite 6-430
Jackson, MS 39201-5022

World Acceptance Corporation
Attn: Bankruptcy Processing Center
P.O. Box 6429
Greenville, SC 29606-6429

World Finance
108 Frederick Street
Greenville, SC 29607-2532

Brian K Fetterer
342 Hayat Loop
Oxford, MS 38655-9017

David E. Rozier Jr.
Rozier Law Firm PLLC
2091 Old Taylor Road, Suite 101
P.O. Box 2388
Oxford, MS 38655-7000

Locke D. Barkley
6360 I-55 North
Suite 140
Jackson, MS 39211-2038

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Capital One Bank
15000 Capital One Drive
Richmond, VA 23238

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Capital One Auto Finance, a division of Ca
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

End of Label Matrix	
Mailable recipients	49
Bypassed recipients	1
Total	50

Filed 12-3-19 at 4:28 A.M.
 United States Bankruptcy Court
 Northern District of Mississippi
 Shalanda J. Clay, Clerk

33

Fill in this information to identify your case:

Debtor 1 Brian K Feltner
 Full Name (First, Middle, Last)

Debtor 2 _____
 (Spouse, if filing) Full Name (First, Middle, Last)

United States Bankruptcy Court for the: Northern District of Mississippi

Case number 19-13716
 (if known)

☒ Check if this is an amended plan, and list below the sections of the plan that have been changed.

2.2,3.2,4.3,8.1

Chapter 13 Plan and Motions for Valuation and Lien Avoidance

12/17

Part 1: Notices

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable. The treatment of ALL secured and priority debts must be provided for in this plan.

In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation on or before the objection deadline announced in Part 9 of the Notice of Chapter 13 Bankruptcy Case (Official Form 3091). The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

The plan does not allow claims. Creditors must file a proof of claim to be paid under any plan that may be confirmed.

The following matters may be of particular importance. *Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.*

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

Part 2: Plan Payments and Length of Plan

2.1 Length of Plan.

The plan period shall be for a period of 60 months, not to be less than 36 months or less than 60 months for above median income debtor(s). If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Debtor(s) will make regular payments to the trustee as follows:

Debtor shall pay \$ 1131.95 (☒ monthly, ☐ semi-monthly, ☐ weekly, or ☐ bi-weekly) to the chapter 13 trustee. Unless otherwise ordered by the court, an Order directing payment shall be issued to the debtor's employer at the following address:

Joint Debtor shall pay \$ _____ (☐ monthly, ☐ semi-monthly, ☐ weekly, or ☐ bi-weekly) to the chapter 13 trustee. Unless otherwise ordered by the court, an Order directing payment shall be issued to the joint debtor's employer at the following address:

2.3 Income tax returns/refunds.

Check all that apply.

- ☒ Debtor(s) will retain any exempt income tax refunds received during the plan term.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all non-exempt income tax refunds received during the plan term.
- ☐ Debtor(s) will treat income tax refunds as follows:

2.4 Additional payments.

Check one.

- ☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
- ☐ Debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.

Part 3: Treatment of Secured Claims

3.1 Mortgages. (Except mortgages to be crammed down under 11 U.S.C. § 1322(c)(2) and identified in § 3.2 herein.)

Check all that apply.

- ☒ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

- 3.1(a) ☐ **Principal Residence Mortgages:** All long term secured debt which is to be maintained and cured under the plan pursuant to 11 U.S.C. § 1322(b)(5) shall be scheduled below. Absent an objection by a party in interest, the plan will be amended consistent with the proof of claim filed by the mortgage creditor, subject to the start date for the continuing monthly mortgage payment proposed herein.

1st Mtg pmts to _____

Beginning _____ @ \$ _____ ☐ Plan ☐ Direct. Includes escrow ☐ Yes ☐ No

1st Mtg arrears to _____ Through _____ \$ _____

- 3.1(b) ☐ Non-Principal Residence Mortgages: All long term secured debt which is to be maintained and cured under the plan pursuant to 11 U.S.C. § 1322(b)(5) shall be scheduled below. Absent an objection by a party in interest, the plan will be amended consistent with the proof of claim filed by the mortgage creditor, subject to the start date for the continuing monthly mortgage payment proposed herein.

Property 1 address: _____

Mtg pmts to _____

Beginning _____ @ \$ _____ ☐ Plan ☐ Direct. Includes escrow ☐ Yes ☐ No

Property 1: Mtg arrears to _____ Through _____ \$ _____

- 3.1(c) ☐ Mortgage claims to be paid in full over the plan term: Absent an objection by a party in interest, the plan will be amended consistent with the proof of claim filed by the mortgage creditor.

Creditor: _____ Approx. amt. due: _____ Int. Rate*: _____

Property Address: _____

Principal Balance to be paid with interest at the rate above: _____
(as stated in Part 2 of the Mortgage Proof of Claim Attachment)

Portion of claim to be paid without interest: \$ _____
(Equal to Total Debt less Principal Balance)

Special claim for taxes/insurance: \$ _____ /month, beginning _____
(as stated in Part 4 of the Mortgage Proof of Claim Attachment)

*Unless otherwise ordered by the court, the interest rate shall be the current Till rate in this District.

Insert additional claims as needed.

3.2 Motion for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one.

☐ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

☒ Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims, debtor(s) hereby move(s) the court to value the collateral described below at the lesser of any value set forth below or any value set forth in the proof of claim. Any objection to valuation shall be filed on or before the objection deadline announced in Part 9 of the Notice of Chapter 13 Bankruptcy Case (Official Form 309I).

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. Unless otherwise ordered by the court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

Name of creditor	Estimated amount of creditor's total claim #	Collateral	Value of collateral	Amount of secured claim	Interest rate*
One Main Financial	12241.92	Dodge Ram Truck	12,500.00	12,241.92	6.75%
Capitol One	14,929.75	Dodge Challenger	15000.00	14929.75	6.75%
First Heritage Credit	5816.51	Household goods	600.00	600.00	6.75%

Insert additional claims as needed.

#For mobile homes and real estate identified in § 3.2: Special Claim for taxes/insurance:

Name of creditor	Collateral	Amount per month	Beginning

*Unless otherwise ordered by the court, the interest rate shall be the current *Till* rate in this District.

For vehicles identified in § 3.2: The current mileage is Dodge Truck 234K Dodge Challenger 81,200K

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

☒ None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

☐ The claims listed below were either:

- (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or
- (2) Incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. Unless otherwise ordered by the court, the claim amount stated on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling.

Name of creditor	Collateral	Amount of claim	Interest rate*
------------------	------------	-----------------	----------------

Name of creditor	Collateral	Amount of claim	Interest rate*
------------------	------------	-----------------	----------------

*Unless otherwise ordered by the court, the interest rate shall be the current *Till* rate in this District.

Insert additional claims as needed.

3.4 Motion to avoid lien pursuant to 11 U.S.C. § 522.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

☐ The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan unless the creditor files an objection on or before the objection deadline announced in Part 9 of the Notice of Chapter 13 Bankruptcy Case (Official Form 309I). Debtor(s) hereby move(s) the court to find the amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.

Name of creditor	Property subject to lien	Lien amount to be avoided	Secured amount remaining	Type of lien	Lien identification (county, court, judgment date, date of lien recording, county, court, book and page number)
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Insert additional claims as needed.

3.5 Surrender of collateral.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

☐ The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of creditor	Collateral
------------------	------------

Insert additional claims as needed.

Part 4: Treatment of Fees and Priority Claims

4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees

Trustee's fees are governed by statute and may change during the course of the case.

4.3 Attorney's fees

☒ No look fee: \$ 3600.00.

Total attorney fee charged: \$ 1500.00.

Attorney fee previously paid: \$ 1500.00.

Attorney fee to be paid in plan
per confirmation order: \$ 0.00.

☐ Hourly fee: \$ _____ (Subject to approval of Fee Application.)

4.4 Priority claims other than attorney's fees and those treated in § 4.5.

Check one.

☒ None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

☐ Internal Revenue Service \$ _____.

☐ Mississippi Dept. of Revenue \$ _____.

☐ Other _____
\$ _____.

4.5 Domestic support obligations.

☒ None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

DUE TO: _____

POST PETITION OBLIGATION: In the amount of \$ _____ per month beginning _____

To be paid ☐ direct, ☐ through payroll deduction, or ☐ through the plan.

PRE-PETITION ARREARAGE: In the total amount of \$ _____ through _____ which shall be paid
in full over the plan term, unless stated otherwise: _____

To be paid ☐ direct, ☐ through payroll deduction, or ☐ through the plan.

Insert additional claims as needed.

Part 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. *Check all that apply.*

☐ The sum of \$ _____.

☒ 100 % of the total amount of these claims, an estimated payment of \$ 30,675.73.

☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ 0.

Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

5.2 Other separately classified nonpriority unsecured claims (special claimants). Check one.

☒ None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

☐ The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows

Name of creditor	Basis for separate classification and treatment	Approximate amount owed	Proposed treatment
_____	_____	_____	_____

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

☐ None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

☒ Assumed Items. Current installment payments will be disbursed either by the trustee or directly by the debtor(s), as specified below, subject to any contrary court order or rule. Arrearage payments will be disbursed by the trustee. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Treatment of arrearage
Summit Management Services	342 Hayat Loop Oxford MS	\$ 1300.00	\$ 0.00	_____

Disbursed by:

☐ Trustee

☒ Debtor(s)

Insert additional claims as needed.

Part 7: Vesting of Property of the Estate

7.1 Property of the estate will vest in the debtor(s) upon entry of discharge.

Part 8: Nonstandard Plan Provisions

8.1 Check "None" or List Nonstandard Plan Provisions

☐ None. If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

Creditor	Amount Owed	Monthly payment	Interest rate	Collateral
Capital One Finance	11135.38	245.14	6.75%	Ford Fusion

Part 9: Signature(s):

9.1 Signatures of Debtor(s) and Debtor(s)' Attorney

The Debtor(s) and attorney for the Debtor(s), if any, must sign below. If the Debtor(s) do not have an attorney, the Debtor(s) must provide their complete address and telephone number.

X /s/ Brian K Felterer
Signature of Debtor 1

Executed on 12/04/2019
MM / DD / YYYY

342 Hayat Loop
Address Line 1

Address Line 2

Oxford, Ms 38655
City, State, and Zip Code

618-806-4974
Telephone Number

X
Signature of Debtor 2

Executed on
MM / DD / YYYY

Address Line 1

Address Line 2

City, State, and Zip Code

Telephone Number

X /s/ David E. Rozier Jr
Signature of Attorney for Debtor(s)

Date 12/04/2019
MM / DD / YYYY

2091 Old Taylor Road Ste 101
Address Line 1

PO Box 2388
Address Line 2

Oxford, MS 38655
City, State, and Zip Code

662-234-0065 5712
Telephone Number MS Bar Number

dave@rozierlawfirm.com
Email Address